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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN
THE STATE OF SOUTH DAKOTA

Issued August 6, 1997

Effective: August 15, 1997

Issued By: Paul Bergmann
600 Stevens Port Drive, Suite 150
Dakota Dunes, South Dakota 57049-5149

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EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- | | |
|---|--|
| C | To signify changed regulation or rate structure. |
| D | To signify discontinued material. |
| I | To signify a increased rate. |
| M | To signify a move in the location of text. |
| N | To signify a new rate or regulation |
| R | To signify a reduced rate. |
| S | To signify reissued material. |
| T | To signify a change in text but no change in rate or regulation. |

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APPLICATION

This tariff applies to intrastate access service supplied to customers for origination and termination of traffic to and from Central Office codes directly assigned to CommChoice, L.L.C., hereinafter referred to as the Company.

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DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Access Services

The Company's intrastate telephone services offered pursuant to this tariff.

Company

The CommChoice, L.L.C., the issuer of this tariff.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end-office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User

A person or entity that subscribes to any CommChoice Exchange Access Service offered under the Company's South Dakota Tariff and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

DEFINITIONS

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a customer, the Service Commencement Date will be the first date on which the service or facility was used by a customer.

Service Order

The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a customer use the Company's access service without an executed Service Order, the Company will then request the customer to submit a Service Order.

Serving Wire Center

The wire center from which the customer designated premises would normally obtain dial tone from the Company.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.

Wire Center

A building in which one or more central offices, used for the provision of Exchange Services, are located.

REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

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- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D) This tariff shall be interpreted and governed by the laws of the State of South Dakota without regard for its choice of laws provision.

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2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability

A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.

B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

D) The Company shall not be liable for any claims for loss or damages involving:

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

D) (Cont'd.)

1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or © common carriers or warehousemen;

2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3) Any unlawful or unauthorized use of the Company's facilities and services;

4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

D) (Cont'd.)

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in section 2.1.4, preceding.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

D) (Cont'd.)

9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

11) Any noncompletion of calls due to network busy conditions;

12) Any calls not actually attempted to be completed during any period that service is unavailable.

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptability as may be provided by the other entities.

H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.1 Undertaking of the Company (Cont'd.)

2.1.5 Provision of Equipment and Facilities

A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

B) The company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- 2) the reception of signals by Customer-provided equipment; or
- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invites of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer (Cont'd.)

C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements

A) For Feature Group B Switched Access Service(s) for both originating and terminating usage, a projected Percentage of Interstate Usage (PIU) must be provided by the Customer to the Company. When a Customer orders Feature Group B Switched Access Service, the Customer shall state, in its order, the projected PIU factor for each Feature Group B Switched Access Service group ordered. The formula for developing PIU is as follows in Section 2.3.3 (B) below.

B) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from call detail, will determine the PIU as follows:

1) For originating access minutes, the PIU will be developed on a monthly basis, by end office trunk group, by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes.

2) For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic. Should the Customer not supply a terminating PIU factor, the data used by the Company to develop the PIU for originating access minutes will be used to develop the PIU for such terminating access minutes.

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

B) (Cont'd.)

When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected PIU for each end office trunk group involved to be used in the event that originating call detail is insufficient to determine the jurisdiction of the usage. For purposes of developing the PIU, the Customer shall utilize the same considerations as those set forth in Section 2.3.3 © following.

C) Where the call detail data is insufficient to develop jurisdiction, the Customer must provide the Company with a PIU using the following steps:

- 1) For purposes of developing the PIU, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- 2) The Company will designate the number obtained by subtracting the PIU from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.
- 3) A whole number percentages will be used by the Company to apportion the usage, monthly recurring, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

(D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5. following.

(E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

(F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.

(G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

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2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- 1) two month's charges for a service or facility which has a minimum payment period of one month; or
- 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

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2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits (Cont'd.)

B) A deposit may be required in addition to an advance payment.

C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

D) Deposits held will accrue interest at a rate determined by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to customer.

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2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

A) Non-recurring charges are due and payable within 30 days after the date of the invoice.

B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

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2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

- 1) a rate of 1.5 percent per month; or
- 2) the highest interest rate which may be applied under state law for commercial transactions.

F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

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2.6 Payment Arrangements (Cont'd.)

2.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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2.6 Payment Arrangements (Cont'd.)

2.6.3 Billing Disputes (Cont'd.)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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2.6 Payment Arrangements (Cont'd.)2.6.3 Billing Disputes (Cont'd.)D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has the right to take the following course of action:

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Public Utilities Commission
State of South Dakota
500 E. Capitol Ave.
Pierre, SD 57501
1-605-773-5280

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2.6 Payment Arrangements (Cont'd.)

2.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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2.6 Payment Arrangements (Cont'd.)

2.6.4 Discontinuance of Service for Cause (Cont'd.)

G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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2.6 Payment Arrangements (Cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies where a Customer orders switched access service to a tandem operated by another Exchange Telephone Company which subtends an end office operated by the Company. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

A) For Feature Group B and/or D Switched Access Service, when the first point of switching is not in the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the Transport element will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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2.6 Payment Arrangements (Cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

B) The charge for the Local Transport rate element for services provided as set forth in Section 2.6.5 (A) preceding are determined as follows:

1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport service, as defined in 3.1.2(B) following. Determine the airline mileage for the Local Transport charge using the V&H method as set forth in Section 2.10.2 following.

2) For Feature Groups B or D Switched Access Service, the Local Transport charge is determined by using the steps set forth in (a) and (b) following for the total Local Transport-Common Switched Transport charges.

(a) Determine:

The Local Transport mileage band for the mileage

measured.

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2.6 Payment Arrangements (Cont'd.)2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

B) (Cont'd.)

2) (Cont'd.)

(b) Multiply:

The number of access minutes

by

the Company's appropriate Local Transport mileage rate determined in (a) preceding

by

the Company's billing percentage factor. The resulting amount is the Company's total Local Transport charge.

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2.6 Payment Arrangements (Cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted in 2.6.5 (D), below.

D) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group B or D Switched Access Service traffic between certain Company end offices and U.S. West offices are as set forth in CommChoice's FCC Access Tariff.

E) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.5 (A) preceding, the Company will give affected customers 30 days' notice.

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2.6 Payment Arrangements (Cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1.2 following, Access Order Modifications.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

2.6.8 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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2.7 Allowances for Interruptions in Service

2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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2.7 Allowances for Interruptions in Services (Cont'd.)

2.7.2 Limitations on Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

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2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

B) For calculating credit allowances, every month is considered to have thirty (30) days.

C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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2.7 Allowances for Interruptions in Service (Cont'd.)2.7.4 Application of Credits for Interruptions in Service (Cont'd.)D) Interruptions of 24 Hours or Less

<u>Interruption Period</u> <u>Length of Interruption</u>	<u>To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

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2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service (Cont'd.)

F) Interruptions Over 72 Hours.

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), the Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

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2.8 Cancellation of Service/Termination Liability (Cont'd.)

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.9 Privacy Rules

Automatic Number Identification (ANI) derived information may be used only for billing, routing, screening, ensuring network performance, completing calls or performing services directly related to the telephone caller's original call or transaction. Therefore, should the business that receives ANI information have an established customer relationship with the caller, the business may offer products or services to the caller that are directly related to the products or services previously purchased by the caller. The business that receives ANI information may not establish marketing lists or conduct ongoing market calls for unrelated products or services or sell the information derived from ANI (caller's name, address, telephone billing number, purchasing habits, etc.) to third parties unless it gets the prior written consent of the caller.

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2.10 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

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2.10 Application of Rates (Cont'd.)

2.10.1 Charges Based on Duration of Use (Cont'd.)

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

2.10.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in CommChoice's FCC Access Tariff.

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2.10 Application of Rates (Cont'd.)2.10.2 Rates Based Upon Distance (Cont'd)

B) The airline distance between any two wire centers is determined as follows:

- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) Formula =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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2.10 Application of Rates (Cont'd.)

2.10.3 Mileage

The mileage to be used to determine the Local Transport monthly rate is calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2.

The Local Transport mileage rates are shown in Section 5.1.3 in terms of mileage bands. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then find the mile band for the mileage measured. The amount to be billed shall be the banded Local Transport rate multiplied by the number of access minutes.

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3.1 Access Services

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point communications path between a customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises (or a collocated interconnection location), and to terminate calls from a customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in two service categories of standard and optional features called Feature Groups. The Company provides Feature Group B and D originating and terminating equal access. The service categories are differentiated by their technical characteristics and the manner in which an end user accesses them when originating calls.

FGB Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the customer's use in originating and terminating communications.

FGD Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the customer's use in originating and terminating communications.

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3.1 Access Services (Cont'd.)

3.1.1 Access Service Order

A) Ordering Access Service Types

An Access Service Order is used by the Company to provide a customer Access Service. When placing an order for Access Service, the customer shall provide, at a minimum, the following information:

1) For Feature Group B Switched Access Service, the customer shall specify the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering FGB trunks to an end office, the customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements.

In addition, the customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

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3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

A) Ordering Access Service Types (Cont'd.)

2) For Feature Group D Switched Access Service, the customer shall specify the number of busy hour minutes of capacity (BHMC) from the customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. The customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an end office, the customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending an access tandem operated from another Exchange Telephone Company to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the Out of Band Signaling/SS7 signaling option, the customer shall specify the switching point codes and trunk circuit identification codes for trunks with the Out of Band Signaling/SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a customer orders FGD in trunks, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

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3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

A) Ordering Access Service Types (Cont'd.)

3) For Toll Free 800 Series Data Base Access Service, the customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the customer desires any of the optional features available with Toll Free 800 Series Data Base Service, the customer shall so specify on the order for service.

4) When a customer orders collocation in an end office with Company provided Switched Access Service(s), the customer must specify the collocated fiber optic facilities. The customer must also specify the particular end office location involved, which must be the end office in which the Switched Access Service(s) originate or terminate.

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3.1 Access Services (Cont'd.)3.1.1 Access Service Order (Cont'd.)B) Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

1) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Feature Groups B and D</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 Trunks or Greater	30 Days

2) Negotiated Interval

The Company will negotiate a service date interval with the customer when:

- (a) There is no Standard Interval for the service, or;
- (b) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- © The customer requests a service date beyond the applicable Standard Interval service date except as set forth in © following.

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3.1 Access Services (Cont'd.)3.1.1 Access Service Order (Cont'd.)B) Access Order Service Date Intervals (Cont'd.)2) Negotiated Interval (Cont'd.)

The Company will offer a service date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of an Toll Free 800 Series Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free 800 Series Access Service ten digit customer identification record to the Toll Free 800 Series Access Service data base or the deletion of a Toll Free 800 Series Access Service ten digit customer identification record from the 800 Access Service data base is provided with a Negotiated Interval. The initial establishment of service where customer is:

Maximum Interval

- Not yet provided with any
FGB or FGD service in the LATA 6 months
- Provided FGB or FGD service
in the LATA 90 Days

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3.1 Access Services (Cont'd.)3.1.1 Access Service Order (Cont'd.)B) Access Order Service Date Intervals (Cont'd.)3) Advance Order Interval

When placing an Access Order, a customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

(a) Advance Payment

A non-refundable Advance Payment will be calculated as follows:

The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

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3.1 Access Services (Cont'd.)3.1.1 Access Service Order (Cont'd.)B) Access Order Service Date Intervals (Cont'd.)3) Advance Order Interval (Cont'd.)(a) Advance Payment (Cont'd.)

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (b) following, only the portion of the Advance Payment for services actually installed will be credited.

(b) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

C) Access Order Modifications

The customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

1) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 5.1.1.

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3.1 Access Services (Cont'd.)3.1.1 Access Service Order (Cont'd.)C) Access Order Modifications (Cont'd.)2) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

3) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 5.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

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3.1 Access Services (Cont'd.)3.1.1 Access Service Order (Cont'd.)C) Access Order Modifications (Cont'd.)4) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a customer may request a service date that is prior to the Standard Interval service date. A customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge found in Section 5.1.1 will apply.

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3.1 Access Services (Cont'd.)3.1.1 Access Service Order (Cont'd.)D) Cancellation of an Access Order

1) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a customer's or a end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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3.1 Access Services (Cont'd.)3.1.1 Access Service Order (Cont'd.)D) Cancellation of an Access Order (Cont'd.)

2) When a customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

(a) When the customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.

(b) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the customer may cancel the Access Order without incurring cancellation charges.

E) Minimum Period

1) The minimum period for which Access Service is provided and for which charges are applicable, is one month.

2) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

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3.1 Access Services (Cont'd.)3.1.1 Access Service Order (Cont'd.)E) Minimum Period (Cont'd.)2) (Cont'd.)

- (a) A move to a different building.
- (b) A change in type of service.
- © A change in Switched Access Service Interface Group.
- (d) Change in Switched Access Service traffic type.
- (e) A change in Out of Band Signaling connection.
- (f) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (g) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

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3.1 Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

F) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or service rearrangements).

1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

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3.1 Access Services (Cont'd.)3.1.1 Access Service Order (Cont'd.)F) Nonrecurring Charges (Cont'd.)2) Service Rearrangements (Cont'd.)(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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3.1 Access Services (Cont'd.)

3.1.2 Rate Categories

There are four rate categories which apply to Switched Access Service:

- Carrier Common Line
- Local Transport
- End Office
- Toll Free 800 Series Data Base Access Service

A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by customers for access to end users to furnish customer intrastate communications. Carrier Common Line is provided where the customer obtains Company provided Switched Access Service.

1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- © Directory listings are not included in the rates and charges for Carrier Common Line.
- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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3.1 Access Services (Cont'd.)3.1.2 Rate Categories (Cont'd.)A) Carrier Common Line (Cont'd.)2) Undertaking of the Telephone Company

Where the customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in Section 5.1.2 following.

3) Obligations of the Customer

(a) The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

(b) All Switched Access Service provided to the customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

4) Out of Band Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination, as set forth in Section 4 following, is not subject to a Carrier Common Line charge.

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3.1 Access Services (Cont'd.)3.1.2 Rate Categories (Cont'd.)A) Carrier Common Line (Cont'd.)5) Rate Regulations

(a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service customer.

(b) When the customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the date reported by the customer set forth in Section 2.3.3 preceding.

B) Local Transport

The Local Transport rate category provides for transmission facilities between the customer's premises or collocated interconnection location and the Company's end office switch(es) where the customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Local Transport service is provided in conjunction with U.S. West. Charges for Local Transport service are computed in accordance with Section 2.6.5 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport mileage, distance will be measured from the wire center that normally serves the customer's premises to the end office switch(es).

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3.1 Access Services (Cont'd.)3.1.2 Rate Categories (Cont'd.)B) Local Transport (Cont'd.)

The following paragraphs describe the Local Transport rate elements.

1) Local Transport-Mileage

The Local Transport-Mileage rate provides for that portion of the voice frequency transmission path at the end office and at the customer's premises. The Local Transport-Mileage rate also provides for that portion of the voice frequency transmission path between the end office and at the customer's premises.

2) Interface Groups

The Interface Group is provided for terminating the Local Transport at the customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 1 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths.

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3.1 Access Services (Cont'd.)3.1.2 Rate Categories (Cont'd.)B) Local Transport (Cont'd.)3) Out of Band Signaling

A) This ordering option allows the customer to exchange signaling for Feature Group D call set-up over a communications path which is separate from the message path. This option is provided with SS7 protocol and is only available with Feature Group D. This option requires the establishment of a signaling connection path between the customer's SPOI and the Telephone Company's STP.

B) Out of band signaling is provided in both the originating and terminating direction on FGD services.

Each signaling connection is provisioned for two-way transmission of out of band signaling information.

C) Out of band signaling is subject to the rates and charges as specified in 5.1.3(B) following.

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3.1 Access Services (Cont'd.)3.1.2 Rate Categories (Cont'd.)C) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching and Information Surcharge elements.

The Local Switching rate element provides for the use of end office switching equipment. The Local Switching rate is set forth in Section 5.1.4.

The Information Surcharge rate is assessed to a customer based on the total number of access minutes. The Information Surcharge rate is set forth in Section 5.1.4.

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3.1 Access Services (Cont'd.)3.1.3 Rate Categories (Cont'd.)D) Toll Free 800 Series Data Base Access Service

Toll Free 800 Series Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free 800 Series calls to a Company Service Switching Point which will initiate a query to the data base to perform the customer identification and delivery function. The call is forwarded to the appropriate customer based on the dialed Toll Free 800 Series number.

1) Customer Identification Charge

The Toll Free 800 Series Data Base Access Service Customer Identification and Delivery Charge applies for the identification of the appropriate customer and the delivery of the dialed Toll Free 800 Series ten-digit number. The charge is assessed to the customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of South Dakota. The Customer Identification Charge as set forth in Section 5.1.5 applies.

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3.2 Miscellaneous Access Services

3.2.1 Presubscription

A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1 following applies.

B) New end users who are served by end offices equipped with Feature Group D, will be asked to presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options. There will be no additional charge for this initial selection

- Designate an IC as a PIC and dial 10XXX or 101XXXXX to reach other ICs.
- Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXXX for all calls to all ICs.

Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.2.1 following applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service and applies only for selection of an IC which provides only intrastate service.

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4.1 General

The Company will provide the following services:

- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

4.2 Automatic Number Identification

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between and end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between and end office and an access tandem, and a trunk group between and access tandem and a customer's premises.

Rate Regulations

When Automatic Number Identification (ANI) is delivered (with Feature Group D originating), the ANI rate as set forth in Section 5.3.1 will apply for each ANI record delivered to the customer.

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4.3 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on both a manual and mechanized basis. On a manual basis, the information will be provide by voice telecommunications or by mail, as appropriate. On a mechanized basis, where available, the information will be entered on magnetic tape containing record customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

4.3.1 Undertaking of The Company

A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.

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4.3 Billing Name and Address Service

4.3.1 Undertaking of The Company (Cont'd)

B) Upon receipt of a magnetic tape of recorded customer messages, the Company will, at the request of the customer, provide BNA Service where available on a mechanized basis. The Company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output of Recording Service every fifth business day.

C) The Company will specify the format in which requests and tapes are to be submitted.

D) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company Customer Records Information System (CRIS), including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

E) The Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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4.3 Billing Name and Address Service (Cont'd.)

4.3.2 Obligations of the Customer

- A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B) A customer which orders BNA Service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C) The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the customer a statement of its procedures concerning confidential information.
- D) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

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4.3 Billing Name and Address Service (Cont'd.)

4.3.2 Obligations of the Customer (Cont'd.)

E) When the customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Effective on the first of January, April, July and October of each year the customer may update the jurisdictional report. The customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentages to be the same as those provided in the order for service.

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4.3 Billing Name and Address Service (Cont'd.)

4.3.2 Obligations of the Customer (Cont'd.)

- F) The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

4.3.3 Rate Regulations

- A) For each order for BNA information received by the Company, a BNA order charge applies.
- B) A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.
- C) If the Customer requests BNA information on a mechanized basis, and the Company is able to provide magnetic tape, a charge per tape also applies.

The Company will keep a count of the requests and of the messages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.

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4.3 Billing Name and Address Service (Cont'd.)

4.3.3 Rate Regulations (Cont'd)

C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in 5.3.2 following apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in 4.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (e.g., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use time the stated tariff rate.

D) When a customer cancels an order for BNA Service after the order date, the BNA order charge applies.

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RATES

5.1 Access Rates5.1.1 Service Orders
Charge Per

Nonrecurring

Line or Trunk

- A) Access Order Charge
- B) LT Installation
- C) Trunk Activation Charge

\$82.00

\$220.00

\$273.00

5.1.2 Carrier Common Line
Per Access Minute

- A)
- Originating

\$.027400

- B)
- Terminating

\$.037900

5.1.3 Local Transport

Rate

- A)
- Local Transport
-
- Per Access Minute

\$.010400

- B)
- Residual Interconnection Charge
-
- Per Access Minute

\$.000000

- C)
- Common Channel Signaling Access Service
-
- Rate

- 1)
- STP Access Mileage
-
- Per Month, per mile

\$ 4.00

- 2)
- STP Port Termination
-
- Per Month, per port

\$932.58

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RATES5.1 Access Service (Cont'd.)5.1.4 End Office

1)	Originating	Per Access Minute
		\$.035200
2)	Terminating	
		\$.029000

5.1.5 Toll Free 800 Series Data Base Access Service
RateCarrier Identification Charge
-Per Call

\$.003283

POTS Translation Charge

-Per Call

\$.0006932

Call Handling & Destination

Feature Charge, per query

\$.000694

5.2 Miscellaneous Access Services
Charge

Non-Recurring

5.2.1 Presubscription

Presubscription,

-Per Telephone Exchange Service
Line or Trunk

\$5.00

5.3 Miscellaneous Services
Charge

Rate

Non-Recurring

5.3.1 Automatic Number

Identification per record

.0004

\$67.50

5.3.2 BNA

BNA Order Charge Per Order

\$50.94

BNA Charge per record

0.33

Magnetic Tape Charge Per Tape

91.44

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